



970.247.8454

51 Haviland Lake Road
Durango, CO 81301

**PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK
UNDER COLORADO LAW AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A
PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT
TO 13-21-119, C.R.S**

In consideration of the services of Anne Rapp, Inc (dba Rapp Corral), their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as heirs, assigns, personal representative and estate) as follows:

1. I acknowledge that horseback riding entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated with jeopardizing the essential qualities of the activity.

The risks include, but are not limited to: contact with such things as wild animals, hikers, bikers, dogs, and other animals, exposure to different weather conditions, and unknown circumstances, manmade or natural. A horse, regardless of its training and usual past behavior, may act unpredictably at times based on instinct or fright which may cause you to be thrown from your horse or injured by the horse. Horses may do such things as bite, kick, buck, lie down, or stumble and fall. Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. Your horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stumps, forest growth, debris, rocks and cliffs and other obstacles whether obvious or not and whether man made or natural. Each of those obstacles or variations in terrain could cause you to lose control of your horse and you could fall. Riding a horse also requires the participant to balance on the saddle. Participants may lose their balance that can result from falling from the horse.

Furthermore, Anne Rapp, Inc employees have difficult jobs to perform. They seek safety, but are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment may malfunction.

2. I expressly agree and promise to accept and assume all risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the all the risks, known or unknown.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Anne Rapp, Inc. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Anne Rapp, Inc.'s equipment or facilities, **including any such claims with allege negligent acts, breach of warranty or omissions of Anne Rapp, Inc.**
4. Should Anne Rapp, Inc. or anyone acting in their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against Anne Rapp, Inc., I agree to do so solely in the state of Colorado, and I further agree that the substantive law of the state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is injured or property damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Anne Rapp, Inc. on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature and Printed name of Participant _____

Signature and Printed name of Participant _____

Address _____

Phone _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____,
_____, _____,

(print minors name) ("Minor") being permitted by Anne Rapp, Inc. to participate in its activities and to use its facilities, I further agree to indemnify and hold harmless Anne Rapp, Inc. from and all Claims which are brought by, or behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian _____ Print Name _____ Date _____